

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

<b>In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010</b>	*	<b>MDL 2179</b>
	*	<b>SECTION: J(2)</b>
<b>Applies to:</b>	*	<b>JUDGE BARBIER</b>
<b>Nos. 12-970, 15-4143, 15-4146, 15- 4654</b>	*	<b>MAG. JUDGE CURRAULT</b>

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**CLAIMS APPEAL DETERMINATION AND REASONS**

[Halliburton and Transocean Settlements]

Re: ██████████  
Claim No. ██████████, Transaction No. 1

Claimant ██████████ (“████████”) appeals the denial of its Coastal Real Property (“CRP”) claim in the Halliburton and Transocean Settlements.<sup>1</sup>

████████ asserts it is the lessee of certain property that is eligible for payment under the CRP framework. The Settlement Program denied the claim because ██████████ failed to produce a written lease. ██████████ admits there is no written lease; it alleges there was a verbal lease that had been in existence for over 30 years.

For claims like ██████████’s that were not evaluated under the Deepwater Horizon Economic and Property Damages Settlement (“DHEPDS”), the New Class Distribution Model “seeks to generally apply the same types of eligibility requirements and to generally achieve similar evaluations as those that would have been determined under the DHEPDS to utilize as a basis for apportioning awards in

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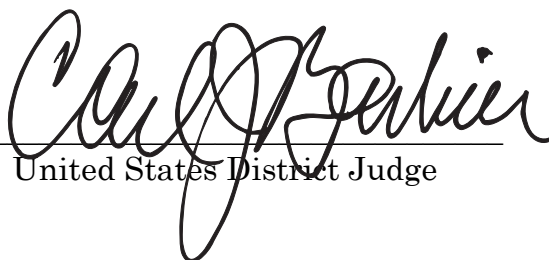
<sup>1</sup> See Settlements § 8(e) (Rec. Docs. 14644, 153221); Order of 6/01/20 (Rec. Doc. 26512).

this program.” (Rec. Doc. 18797 p. 3 ¶ 11).<sup>2</sup> Under the DHEPDS’s CRP framework, lessees “must provide,” among other documents, an “[e]xecuted lease agreement showing possession of the Eligible Parcel for a period of 60 days or longer during the time period April 20, 2010 and December 31, 2010 and was executed prior to April 20, 2010.” (Rec. Doc. 6430-23 at 27).<sup>3</sup> Therefore, ██████████ must produce a written lease; an oral lease is not sufficient.

Accordingly,

IT IS ORDERED that the Settlement Program’s decision is AFFIRMED, and ██████████’s claim shall remain DENIED.

New Orleans, Louisiana, this 1st day of February, 2021.

  
United States District Judge

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<sup>2</sup> See also Rec. Doc. 18797 p.9 (“New CRP claims will be assessed using methodology nearly identical to the DHEPDS framework at Exhibit 11 of the DHEPDS Agreement with the adjustments noted below.”).

<sup>3</sup> See also DHEPDS Claims Administrator’s Approved Policy No. 2 (“If a claimant is the lessee of a Parcel or Deeded Boat Slip, we only require the claimant to submit an executed copy of the lease agreement and proof of payments made under the lease terms.”).